These Program Standards (PS) apply to all LAHSA funded contracts for all populations. The System Components Scope of Required Services (SRS) documents will contain contractual requirements specific to the component(s) for which the agency is contracted to provide. The PS and SRS, and the documents that are linked hereto, in combination with the Program Profile and Performance Targets, together comprise the entire Statement of Work for the system component(s) being contracted.

PROGRAM STANDARDS

These program standards are contractual requirements which all programs providing supportive services must adhere to. This document is not a standalone document and is meant to work in conjunction with the System Component SRS’s, which may add to, clarify, or supersede any contractual requirements set forth in this document.

SYSTEM COMPONENT OVERVIEW

All contracts that include supportive services are considered to be components of the Coordinated Entry System (CES), referred to in this document as System Components. The following is a list (although not exhaustive) of System Components: homeless prevention, access centers, outreach, housing navigation, crisis housing, bridge housing, housing location, transitional housing, rapid re-housing, and permanent supportive housing.

DEFINITIONS

1. **Housing First**: Housing First programs focus on quickly moving people experiencing homelessness into permanent housing and then providing the additional supports and services each person needs and wants to stabilize in that housing. Services are never mandatory and cannot be a condition of obtaining the housing intervention. The basic underlying principle is that persons are better able to move forward with their lives once the crisis of homelessness is over and they have control of their housing. Supportive services focus on the income, resources, skills and tools needed to: pay rent, comply with a lease, take reasonable care of a housing unit, and avoid serious conflict with other tenants, the landlord, and/or the police.

2. **Low Barrier**: Housing First programs do not require persons to prove “housing readiness.” There are no preconditions. Persons experiencing homelessness do not have to: demonstrate sobriety, engage in treatment, have employment, or have income to obtain program entry or for continued assistance. Rules should not be imposed on participants for them to access services. Stable housing is of critical importance for participants’ health, education, employment, and other related quality of life determinants. The basic underlying principle of LAHSA’s System Components is that access to housing is the primary need for its program participants, and as such, there should be minimal barriers to assist persons to end their homelessness. Enrollment requirements for all System Components reflect a low-barrier philosophy. Criteria for continued assistance does not include requirements for service participation.

3. **Harm Reduction**: As part of the low-barrier design of LAHSA’s System Components, all contracted programs must emphasize a Harm Reduction approach. In accordance with Harm Reduction principles, contracted programs must not require treatment or sobriety. Contractor must seek to work with program participants to reduce the negative consequences of the person’s continued use of alcohol and/or drugs, or non-compliance with medications. Programs utilizing a Harm Reduction approach do not terminate assistance based solely on a person’s inability to achieve sobriety or because of medication non-compliance. Efforts should include all possible approaches to assist the person to reduce or minimize their risky behaviors, while at the same time assisting them to move into, and stabilize in, permanent housing. Harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff.
4. **Trauma Informed Care:** All programs must incorporate Trauma Informed Care policies and procedures into their program design and delivery of services. Trauma Informed Care is defined as: an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma. Trauma Informed Care also emphasizes physical, psychological and emotional safety for both participant and providers, and helps participants rebuild a sense of control and empowerment. Trauma Informed services take into account an understanding of trauma in all aspects of service delivery and place priority on the trauma survivor’s safety, choice, and control. Trauma Informed Services create a culture of nonviolence, learning, and collaboration. Contractors must also develop sets of policies and procedures for educating and training staff on Trauma Informed Care practices and how trauma may adversely affect aspects of a person’s development.

**UTILIZATION OF THE COORDINATED ENTRY SYSTEM**

5. The Los Angeles CES facilitates the coordination and management of a crisis response system’s resources that allows users to make data-informed decisions from available information to efficiently and effectively connect people to interventions that will rapidly end their homelessness. CES ensures that the highest need, most vulnerable households in the community are prioritized for services and that the housing and supportive services in the system are used as efficiently and effectively as possible. LAHSA funded System Components are connected and coordinated through the CES in the response to end homelessness.

5.1. Contractor must comply with all applicable procedures in the approved Los Angeles County CES Operations Manual, based on their identified role as a Referral Partner or CES Participating Agency.

5.2. Contractors must participate in the CES and SPA-level coordination and collaboration with the CES lead agencies and CES providers in the SPA in which Contractor is funded to provide services.

5.3. Contractors must integrate their program with the Coordinated Entry System (CES) in their respective SPA by working with the SPA’s CES lead agencies and other CES providers to coordinate referrals and services for participants identified through the CES.

5.4. Contractors must accept referrals and/or matches from CES Regional Coordinators and/or CES Matchers, in accordance with any guidance or policies set forth by LAHSA.

5.4.1. Priority may be subject to change through issuance of LAHSA guidance.

**COMMUNITY BASED COLLABORATIVE REQUIREMENTS**

6. Contractors must utilize and maintain referral networks with the following list of services in addition to those networks created through the CES (this list is not exhaustive):

6.1. CES Lead Agencies
6.2. CES street and community outreach activities
6.3. CES Case Conferencing Meetings
6.4. LA County Department of Health Services Housing for Health, Housing and Jobs Collaborative, and Countywide Benefits Entitlement Services Team Program
6.5. LA County Department of Mental Health Housing Programs
6.6. LA County Department of Public Social Services
6.7. LA County Department of Children and Family Services
6.8. LA County Department of Probation
6.9. Domestic Violence Providers
6.10. Housing Opportunity for Persons with Aids (HOPWA) Services
6.11. Greater Los Angeles and Long Beach Veterans Affairs (VA)
6.12. Mental and Physical Health Services
6.13. Substance Use Abuse Services
6.14. Education Services
6.15. Life Skills
6.16. Legal Services
6.17. Vocational counseling/training
6.18. First Responders

7. Contractors must ensure that the Program Director or Senior Program Manager in charge of operations attends and participates in regular mandatory system and service coordination meetings, Learning Communities, and Active Contract Management meetings.

8. Contractors must ensure collaboration and leveraging of resources with Community Partners to provide any additional services that their participants may require.

8.1. Contractors must have formal, written agreements (i.e. Memorandum of Understanding or Memorandum of Agreement) in place with community partners to ensure the provision of these services. Documentation of agreements must be made available to LAHSA upon request.

8.2. Contractors must be able to demonstrate direct and coordinated links to community partners.

9. Contractors must work collaboratively with Veterans Service providers, such as Supportive Services for Veteran Families (SSVF), Housing and Urban Development- Veterans Administration Supportive Housing (HUD-VASH), and Grants and Per Diem (GPD) to assist with the community’s goal of ending Veteran homelessness.

CONTRACTOR OBLIGATIONS

10. Participants who identify as actively fleeing a domestic violence situation must be offered an immediate connection to a domestic violence shelter at a confidential location, when requested by the participant, to ensure the safety and well-being of the participant.

11. Connection to domestic violence shelter must be completed via linkages. Linkage should never be done merely in the form of a “referral,” but rather should be done as a “warm hand off.” Contractor must continue to work with and provide support and services to participant until participant is successfully transitioned to the domestic violence shelter.

12. Contractors must follow any additional guidance LAHSA provides in regard to serving this population.

12.1. Contractors are required to work collaboratively with domestic violence shelters to ensure that CES services are made available to eligible participants receiving domestic violence services.

12.2. Contractors are required to abide by participant confidentiality requirements as set forth by LAHSA and the Violence Against Women Act (VAWA) Confidentiality Provision (34 U.S.C. 12291(b)(2)).

13. Contractors must develop clear and consistent program policies and procedures.

14. Contractors program policies and procedures will be subject to review, approval, amendment/revision by the LAHSA Performance Management unit.
15. Contractor shall have written policies and procedures to guide staff actions and program services regarding injury and disease prevention within their programs.

16. Contractor must utilize a centralized and organized system of documenting Incident Reports and an Incident Report log to track, monitor, and resolve crises, conflicts, accidents, injuries, illnesses, trauma, etc. that occur within any and all of contractor’s facilities and/or programs.

17. Incident Reports must be made available to LAHSA upon request.

18. LAHSA must be notified immediately of incidents that result in injury, any acts of violence, signs of contagious disease, signs of abuse/neglect, death of participants and/or staff, damage/theft to facility and/or property by participants and/or staff or emergency personnel/first responders (police, sheriff, fire department, etc.) being discharged to any and all the Contractor’s facilities receiving LAHSA funded homeless services and the resolution to the incident.

19. Incidents related to the suspicion of abuse, neglect, trauma, and/or death of children must be immediately reported to the Child Abuse Hotline at: (800) 540-4000. Upon completion of report to the Child Abuse Hotline, contractor must then notify LAHSA within 12 hours of the incident.

20. Incidents related to the suspicion of abuse and/or neglect of senior/elder participant must be immediately reported to the Elder Abuse Hotline at: (877) 477-3646. Upon completion of report to the Elder Abuse Hotline, contractor must then notify LAHSA within 12 hours of the incident.

21. Contractor is to provide the name and title of the individual designated by Contractor to handle all Incidents. Contractor must clearly indicate how this individual can be contacted. (Incident Report Coordinator)

22. All required Incident Reports must be submitted to LAHSA via ENCRYPTED email at: incidentreporting@lahsa.org within 12 hours of the incident occurrence.

23. Contractor must maintain a written set of Incident Reporting Policies and Procedures that comply with LAHSA requirements. Policies and Procedures must include a training component for staff and subcontractors that comply with LAHSA requirements. Training agendas and sign-in sheets must be made available upon request for review.

24. Contractor must submit a copy of incident reporting policies and procedures as required by this agreement for review and approval to ensure compliance with the Scope of Required Services (SRS).

25. Contractor must have a procedure of how incident reports will be documented, and the maintenance of any police reports or other documents associated with the incident. Copies of the incident reporting forms, and policies and procedures must always be made readily available to program staff.

26. Reporting Alleged Fraud: LAHSA in collaboration with the Los Angeles County Auditors Department, has established an avenue for employees to report suspected fraudulent activity via a Fraud Hotline. This Hotline is available 24-hours each day. Persons that report suspected fraud may remain anonymous. Issues that can be reported to the Fraud Hotline are theft, bribes, kickbacks, forgery, abuse, embezzlement, conflict of interest, bid rigging, cybercrimes, breaches, collusion, price fixing, and gratuities.

27. Contractors must include this information within their hiring Policies and Procedures and provide a Fraud Hotline Fact Sheet to their employees during the employee hiring process encouraging them to report allegations to the Fraud Hotline as soon as they believe they have factual information suggestive of financial and/or administrative violations involving LAHSA, funds administered by LAHSA, its employees, sub-recipients
and/or clients. This information referenced as Fraud Hotline Poster must also be prominently displayed in common area(s) of the contractor’s facility. Public displays must incorporate the Los Angeles County Auditors Department’s contact information as the following:

**Los Angeles County Fraud Hotline**

500 W. Temple Street, Suite 515

Los Angeles, CA 90012

Phone: (800) 544-6861

Email: fraud@auditor.lacounty.gov

Web: www.fraud.lacounty.gov

**TUBERCULOSIS GUIDELINES**

28. Contractor’s policies and procedures regarding disease prevention must include standardized Tuberculosis (TB) guidelines, in compliance with LAHSA and Los Angeles County Department of Public Health Guidance. Contractor’s policies and procedures must address TB screening of staff and volunteers, TB screening of participants as part of program intake, and a Cough Alert Protocol for ongoing monitoring of TB symptoms of staff and/or participants.

28.1 Staff must be trained in early detection of potential symptoms of TB.

28.2 Contractor must appoint a TB Liaison who will serve as Contractor’s main point of contact for any related issues in connection with TB Prevention Guidelines.

28.3 Contractor also agrees to notify LAHSA Contract Specialist and Performance Management Unit, in writing, within five (5) days in the event the TB Liaison changes for any reason.

28.4 All Contractor staff and volunteers must be screened for symptoms of TB;

28.4.1 Contractor shall provide, maintain proof, and keep confidential, the TB screening of all staff, including those of its subcontractors and make these records available to LAHSA at any time.

28.4.2 All Participants seeking entry to any congregate living program (Crisis Housing, Bridge Housing, Transitional Housing, etc.) must be screened for symptoms of TB at time of intake.

28.5. Asymptomatic participants, with evidence of TB clearance within the past year, must be permitted to continue intake for the Crisis, Bridge, or Transitional Housing bed.

28.6 Asymptomatic participants, who have no record of TB clearance within the past year, must continue their intake for entry into the Crisis, Bridge, or Transitional Housing bed. Upon intake and admission to the program, Contractor must refer participant for additional screening. Non-symptomatic Participants must show evidence of TB clearance by a healthcare provider within seven (7) days of initial admission to the program.

28.7 Contractor must immediately refer Participants who show symptoms of TB to an appropriate LA County Department of Public Health or LA County Department of Health Services TB Clinic.

28.8 Many LA County TB Clinics are open 24 hours a day, 7 days a week. LA County TB screening clinic locations and hours of operation can be found here: http://publichealth.lacounty.gov/tb/

28.9 Symptomatic participants who are referred for additional screening may only be allowed entry into the program upon receipt of TB Clearance from healthcare provider.
28.10 Contractor shall comply with LAHSA’s reporting requirements regarding TB screening of Program Participants, including the entering of such information into the Los Angeles CoC’s HMIS in compliance with the parameters set forth in this Agreement.

PARTICIPANT GRIEVANCE AND TERMINATION POLICIES AND PROCEDURES

29. Contractor must maintain a written set of grievance and termination policies and procedures that comply with LAHSA requirements.

30. Policies and procedures must include a training component for staff and subcontractors. Training agendas and sign in sheets must be made available upon request for review.

31. Contractor must submit a copy of the aforementioned policies and procedures as required by this agreement for review and approval to ensure compliance with the Scope of Required Services (SRS).

32. Grievance and termination policies and procedures must be reviewed with participant during intake, as well as given a copy of the policy and procedures. Copies of these policies and procedures must be made freely available for all program participants upon request.

33. Intake paperwork must contain a participant’s signature acknowledging that they have been made aware of the contractors Grievance and Termination Policies and procedures or documentation that the client was unable/unwilling to sign the acknowledgement.

34. LAHSA contractors can create their own forms or utilize the LAHSA Grievance and Termination Policy and Procedures template.

35. Grievance and Termination Policies and Procedures must be prominently displayed in the common area(s) of contractor’s facility. Public displays must incorporate the Department of Public Health County-Wide Grievance contact information as a mechanism for participants to contact various homeless service contractor funders. Phone number: (888) 700-9995 - Email: DPH-IHP@ph.lacounty.gov.

36. Documentation of all grievance and termination filings must be entered in HMIS as soon as possible however, not to exceed three (3) business days.

37. LAHSA contractors must designate both a primary and alternate person as a point of contact for grievance and termination situations. This must also include a procedure to support circumstances where if contractor’s designated or alternative individual are not available or if not in the office, how a participant can still be supported.

GREVIENCE POLICIES AND PROCEDURES

Contractors’ policies and procedures must include, but are not limited to the following:

38. Contractors’ must contact participants within three (3) business days of receiving and confirming receipt of the grievance.

39. To the extent possible and when appropriate, grievance procedures must include a face-to-face meeting with the participant. The grievance investigation must include the gathering of facts, statement(s) from the grievant and/or other participants and staff (if applicable). At the conclusion of the contractors finding, an issuance of a written decision that includes factors and vetted facts that led to the final determination of the grievance, must be given to the client and copy placed in their file.
40. The confidentiality of the participant and their grievance must be ensured. This includes client interaction, settings and documentation.

41. A centralized and organized system of documenting grievances including a copy or description of the grievance, date the contractor met with the participant, the staff that addressed the grievance, the date the contractor met with the participant, the staff that addressed the grievance and the date the participant received the written determination.

42. Documentation must be made available to LAHSA, along with the participant chart/case file, upon LAHSA’s request. Contractor’s failure to provide such documentation within five (5) business days of the request may result in a material breach of this agreement.

43. Contractor must include within their grievance policy and procedures, information on how a participant can appeal a decision pertaining to their grievance.

44. Contractor must have procedures for a first and second level grievance appeal and must give the participant the opportunity to present written and/or oral objections before a staff member other than the staff-person (or a subordinate of the person) who made or approved the initial grievance.

45. Contractor, for both first and second level appeals, must provide a letter of determination to the participant that consist of facts that led to the decision not to exceed 10 business days of receipt of the appeal. The final decision should contain a clear statement of the outcomes that led to the decision of the appeal.

DISPUTE RESOLUTION SERVICES

46. Contractor must inform the participant of the following “cost free” resolution service. This resource can be used as the referral to a mediation or dispute resolution service.

47. Contractor can assist participant with a referral to the dispute resolution service upon request.

48. Contractors must explain to the participants filing their grievance, their right to review the written decision with the assistance of mediation or dispute resolution center.

49. Contractor must acknowledge and attend any dispute resolution service summons received from the City Attorney’s office if received.

Dispute Resolution Services:
City Hall
Office of the Los Angeles City Attorney Dispute Resolution Program
200 N Spring Street, 14th Floor
Los Angeles, CA 90012
Office: (213) 978-1880
Fax: (213) 978-1312
Email: mediate@lacity.org

LAHSA GRIEVANCE DUE PROCESS APPEAL

LAHSA in collaboration with the Department of Health Services, Department of Mental Health and the Department of Public Health have established a county wide centralized phone line for participants seeking to engage in the funder grievance process.
50. Contractor must explain to all participants that files grievances their right to a due process appeal through LAHSA. Contractors must also provide information on how to access the Department of Public Health’s County wide grievance line, which will route grievances to the appropriate homeless service funder.

51. If the participant believes that the agency has not followed their established Grievance Policy and Procedure in responding to their complaint, the participant may choose to contact the Department of Public Health’s County-wide grievance line using the information below:

   **Department of Public Health County-Wide Grievance Contact Information**
   Phone number: (888) 700-9995 - Email: DPH-IHP@ph.lacounty.gov

52. LAHSA’s appeal process will determine whether contractor has provided due process by following the policies and procedures within its own grievance policy, and also determine the compliance with LAHSA’s grievance and termination contract requirements.

53. If the participant chooses to file a due process appeal with LAHSA, LAHSA will provide a Notice and Response Form to the contractor to start the evaluation process.

54. LAHSA will provide a determination based on contractual requirements and compliance. Contractor will receive a Corrective Action Notice if it is found that contractors’ policies and procedures are not in compliance. The notice will state required edits.

55. **Reporting Alleged Fraud**: LAHSA in collaboration with the Los Angeles County Auditors Department, has established an avenue for participants to report suspected fraudulent activity via a Fraud Hotline. This Hotline is available 24-hours each day. Persons that report suspected fraud may remain anonymous. Issues that can be reported to the Fraud Hotline are theft, bribes, kickbacks forgery, abuse, embezzlement, conflict of interest, bid rigging, cybercrimes, breaches, collusion, price fixing, and gratuities.

56. Contractors must include this information within their Grievance Policies and Procedures and provide a Fraud Hotline Fact Sheet to their participants during the intake process encouraging them to report allegations to the Fraud Hotline as soon as they believe they have factual information suggestive of financial and/or administrative violations involving LAHSA, funds administered by LAHSA, its employees, sub-recipients and /or clients. This information referenced as Fraud Hotline Poster must also be prominently displayed in common area(s) of the contractor’s facility. Public displays must incorporate the Los Angeles County Auditors Department’s contact information as the following:

   **Los Angeles County Fraud Hotline**
   500 W. Temple Street, Suite 515
   Los Angeles, CA 90012
   Phone: (800) 544-6861
   Email: fraud@auditor.lacounty.gov
   Web: www.fraud.lacounty.gov

**TERMINATION POLICIES AND PROCEDURES**

57. Contractor may terminate a participant pursuant to its termination policies and procedures. Contractor termination policies and procedures must not conflict with any parameters set forth in the Program Standards or Scope of Required Services.

58. Reasons for terminations:
   - Possession of weapons
- Sexual misconduct/assault
- Behaviors that are a danger to others
- Verbally/physically threatening behaviors
- Physical violence to staff and/or other participants
- Direct observation of participant engaging in illegal activity on contractors’ site

59. Contractors are not required to initiate terminations for behavioral concerns if behavior mitigation plans can be identified and endorsed by both participant and contractor. All mitigation plans must be documented and tracked.

60. Terminations for other reasons not stated above must be approved by LAHSA’s Quality Standards Unit within the Performance Management Division by either contacting LAHSA’s grievance email: grievances@lahsa.org, or by contacting the Grievance Hotline: 213-225-8442.

61. Contractor must have a procedure of how a program participant will be provided a written termination notice, when termination from a program occurs. The termination notice is a requirement and must contain a clear statement of the reason(s) for the termination based on investigated facts.

62. Termination of a program participant does not bar the Contractor from providing further assistance at a later date, to the same individual or family previously terminated from the program.

63. Contractors must have a policy for reinstating previously terminated participants and must be presented with a written reinstatement notice upon participant reinstatement.

64. Upon termination of a participant, contractors must refer the participant to another shelter service, and cannot terminate a participant without an exit plan. Unanticipated events may cause limitations to this requirement such as situations that necessitate first responders, police or fire department in which it would not be possible to provide a termination letter at that time or coordinate a post exit plan. Contractor must still create a termination letter that satisfies LAHSA requirements for documentation purposes, place documentation in HMIS and make available to participants upon their request.

**LAHSA TERMINATION DUE PROCESS APPEAL**

LAHSA in collaboration with the Department of Health Services, Department of Mental Health and the Department of Public Health have established a county wide centralized phone line for participants seeking to engage in the funder grievance process.

65. Contractor must explain to all participants that files grievances their right to a due process appeal through LAHSA. Contractors must also provide information on how to access the Department of Public Health’s County-wide grievance line, which will route grievances to the appropriate homeless service funder.

66. If the participant believes that the agency has not followed their established Grievance Policy and Procedure in responding to their complaint, the participant may choose to contact the Department of Public Health’s County-wide grievance line using the information below:

   **Department of Public Health County-Wide Grievance Contact Information**
   Phone number: (888) 700-9995 - Email: DPH-IHP@ph.lacounty.gov

67. LAHSA’s appeal process will determine whether contractor has provided due process by following the policies and procedures within its own grievance policy and determine the compliance with LAHSA’s grievance and termination contract requirements.
68. If the participant chooses to file a due process appeal with LAHSA, LAHSA will provide a Notice and Response Form to the contractor to start the evaluation process.

69. LAHSA will provide a determination based on contractual requirements and compliance. Contractor will receive a Corrective Action Notice if it is found that contractors’ policies and procedures are not in compliance. The notice will state required edits.

70. **Reporting Alleged Fraud**: LAHSA in collaboration with the Los Angeles County Auditors Department, has established an avenue for employees to report suspected fraudulent activity via a Fraud Hotline. This Hotline is available 24-hours each day. Persons that report suspected fraud may remain anonymous. Issues that can be reported to the Fraud Hotline are theft, bribes, kickbacks, forgery, abuse, embezzlement, conflict of interest, bid rigging, cybercrimes, breaches, collusion, price fixing, and gratuities.

71. Contractors must include this information within their Termination Policies and Procedures and provide a Fraud Hotline Fact Sheet to their participants during the intake process encouraging them to report allegations to the Fraud Hotline as soon as they believe they have factual information suggestive of financial and/or administrative violations involving LAHSA, funds administered by LAHSA, its employees, sub-recipients and/or clients. This information referenced as Fraud Hotline Poster must also be prominently displayed in common area(s) of the contractor’s facility. Public displays must incorporate the Los Angeles County Auditors Department’s contact information as the following:

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   Los Angeles, CA 90012
   Phone: (800) 544-6861
   Email: fraud@auditor.lacounty.gov
   Web: www.fraud.lacounty.gov

**FAIR HOUSING REQUIREMENTS**


74. **Equal Access and Gender Identity** Contractors must ensure their program and its Policies and Procedures are aligned with the Los Angeles Continuum of Care policy on equal access and gender identity, in relation to the following six service areas: Access to sex-segregated services and facilities; Access to family programs and facilities; Access to bathrooms; Ensuring safety and privacy; Use of names and personal gender pronouns; HMIS data collection and intake forms. Please visit the following link for additional guidance beyond the policies. [https://www.lahsa.org/documents?id=1770-equal-access-and-gender-identity-policy.pdf](https://www.lahsa.org/documents?id=1770-equal-access-and-gender-identity-policy.pdf)

70.1 Contractor must ensure all persons who are eligible to receive services are served within a facility that serves the gender with which that person identifies. This right is absolute, regardless of sex assigned at birth, and regardless of whether or not they have undergone medical treatment to align their physical bodies with their gender identity. Persons who do not identify as male or female have the right to be served wherever they feel safest. Facilities that are legally permitted to segregate participants by sex (e.g. emergency shelters, projects funded by the Violence Against Women Act) must serve all participants who identify with that gender. Service providers may not ask for proof of gender, nor may they require
that a person’s gender match the sex listed on legal documentation (e.g. driver’s license, ID, or birth certificate). In addition, providers may not deny services to participants because their appearance or behavior does not conform to assumed gender stereotypes.

70.2 Contractors must ensure all families who are eligible to receive services have the right to receive services regardless of the gender identities within the family. In legally permitted gender segregated facilities, providers are required to serve all family members in accordance with their gender identity.

70.3 Contractors must ensure all persons receiving services have access to bathrooms consistent with their gender identity, regardless of appearance, biological or physical characteristics, or legally documented sex. Service providers may not ask for documented proof of gender as a requisite for bathroom access, nor may they institute different bathroom rules for cisgender and transgender participants.

70.4 Contractors must ensure all persons receiving services have the right to safety and privacy. When privacy or safety concerns are raised by participants, service providers must take nondiscriminatory steps to address them and make reasonable accommodation when appropriate. It is not the responsibility of a transgender or gender nonconforming participant to accommodate facilities, programs, and/or the concerns of other residents or participants with respect to the participant’s gender identity and/or gender expression. Moreover, another participant’s discomfort is not a reason to deny equal access or equal treatment to a transgender or gender nonconforming participant.

70.5 Contractors must ensure all persons receiving services through LAHSA-contracted programs have the right to be known, referred to, and addressed by their name and/or gender pronouns with which they identify, regardless of their name and gender marker on their identity documents. An individual need not provide proof of a legal name change to create or change their records to reflect their name.

70.6 Contractors must ensure all persons receiving services may be documented in HMIS, on intake forms, and all other data collection tools and repositories according to the gender with which they identify and the name by which they are known. The full name field in HMIS does not require use of a legal name.

71. Contractors must comply with guidance LAHSA provides in regard to Americans with Disabilities Act (ADA) and the ADA Amendments Act of 2008 (ADAA) standards.

SERVICE ANIMALS

72. Service Animals: Contractors are responsible for operating their programs in accordance with the LAHSA Service Animal Accommodation Policy. Please refer to the complete details of the LAHSA Service Animal Accommodation Policy Chapter 2 Section 3. What follows is a summary of that Policy:

72.1 Service animals play an important role in ensuring the independence of persons with disabilities and it is therefore LAHSA’s policy to welcome any animal trained to assist a person with a disability.

72.2 Unless specifically noted otherwise, for purposes of this policy statement, the term “service animal” shall also include emotional support animals that help individuals with psychiatric disabilities to manage or alleviate the symptoms of those disabilities by providing therapeutic nurture, comfort and support.

72.3 If necessary, Agencies must make “reasonable accommodations” or reasonable modifications to their program to allow individuals with service animals to participate. If the participant requests a specific accommodation due to their service animal, Contractor may inquire about the reason the participant needs that accommodation.
72.4 The service animal must be permitted to accompany their handler to all areas of the Residential Housing programs (e.g., Crisis/Bridge Housing, transitional, PSH, etc.) including the dining room and restroom. A service animal may not be segregated from his/her handler.

72.5 The supervision of the service animal is the responsibility of the participant. The animal must always be under the participant’s control. Injuries to or caused by the service animal must be reported to the Agency’s Executive Director or Senior Management on duty.

72.6 Service animals may be removed from a shelter location for reasons of health, safety or disruption of program. For example, the service animal is out of control and the animal’s handler does not take effective action to control it; or the animal poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modifications. Infractions should be handled on a case by case basis.

72.7 All decisions to refuse the accommodation of a service animal require consultation with the Agency’s Executive Director, or if he/she is unavailable, the senior manager on duty. The Agency shall document the rationale for the failure to provide accommodation and maintain a copy of such documentation in its ADA compliance files.

73. Contractor must have a language access policy that will ensure that verbal and written materials can be provided for participants, if needed, in the nine (9) threshold languages (English, Spanish, Armenian, Cambodian, Chinese, Korean, Russian, Tagalog, and Vietnamese).

74. Contractor must provide LAHSA with the language access Policy. Contractor’s language access policy must include process/methodology to determine fluency of threshold languages.

74.1 When a participants' primary language is other than English or the individual is hearing-impaired, information must be provided either through written materials in the appropriate language or through use of an interpreter in the language the individual understands.

74.2 Contractors may utilize an interpreter provided by the individual (e.g. a relative or friend), if the individual requests the use of a family member or friend. The use of minors as interpreters is strongly discouraged, except in emergency situations or at the individual’s request.

74.3 Contractors must ensure that verbal instructions and written materials are in the languages of applicants receiving homeless benefits and services. Contractors must ensure these materials are accurately translated. Contractors, if requested, must provide LAHSA with the methodology use for translation.

74.4 Contractors must ensure that all participants have access to programmatic forms that have been translated into Spanish and at minimum have one program staff that is fluent in speaking Spanish.

75. Contractors agree to maintain and make accessible to participants experiencing homelessness the services funded and/or required under this Agreement.

76. Contractors must not discriminate against participants, in regard to the provision of ongoing services or enrollment in any services provided by the CES based upon the race, ethnicity, religion, national origin, disability, gender, gender identity, age, sexual orientation or familial status of the applicant.

76.1 Contractors and their subcontractors must provide participants with their non-discrimination policy at program intake.
77. Contractors must display all posters and materials, as directed by LAHSA, in a manner that is accessible to the public.

78. Contractors must operate the program's project site in a clean, safe, and well-maintained program site. Refer to **LAHSA Facility Standards** for more detailed information regarding required maintenance, cleanliness, and safety of program sites.

78.1 All sites providing services to participants must be inspected and receive all applicable permits from the Los Angeles County Department of Public Health (DPH). Any concerns, findings or corrective actions from DPH must be promptly addressed and corrected.

78.2 Sites are subject to review at any time by LAHSA or any County Department in partnership with LAHSA. Any concerns or findings around site cleanliness or safety from either LAHSA or LA County Department(s) must be corrected within the time frame prescribed.

79. LAHSA funded programs must be provided free of charge to all participants, unless directed by LAHSA or approved in writing from a manager within the Performance Management division in LAHSA.

80. LAHSA administered programs may not require participant savings plans, with the exception of Independent Living Programs funded by the Department of Children and Family Services.

81. Contractor must meet with LAHSA to discuss programmatic issues, fiscal/budgetary issues, data integrity/data quality issues, general procedural issues, and/or other general concerns as needed. Either LAHSA or the Contractor may request such a meeting.

82. Contractor must ensure that the Program Director, Senior Program Manager, or CES Coordinator in charge of CES operations attends and participates in regular mandatory system and service coordination meetings to be held at LAHSA or at various locations throughout the County.

**FINANCIAL MANAGEMENT**

83. LAHSA allocates funding and other resources to each Contractor based upon identified need in the community. Funds and resources are not for the proprietary use of the Contractor or collaborative community partners contracted to coordinate these resources in the region. LAHSA will, at its discretion, reallocate funds and resources based on several factors which include but are not limited to a change in a region’s need and agency performance. Annual awards of funding may be subject to adjustment based upon the Greater Los Angeles annual Point-In-Time count.

84. Contractors must track all benefits and services provided to participants by funding source in the agency’s general ledger. On a monthly basis, all expenditures must be reconciled with HMIS, and supporting documentation to ensure accuracy.

85. Contractors must submit accurate and timely monthly invoices along with any requested supporting documentation.

86. If LAHSA determines that costs are not adequately supported, contractors are responsible for reimbursing LAHSA for all associated costs.

87. Contractors must procure all applicable licenses or permits necessary to meet the code regulations required to operate the Program funded under this Agreement.
88. Contractors must have Manager or Supervisorial staff approval for all financial payments on behalf of program participants (e.g. financial assistance, rent assistance). At no point should a financial payment be decided on the sole discretion of one person, there must be at least two contractor personnel approving the financial payment (e.g. housing navigator and/or Manager or Supervisorial staff).

89. Contractors administering financial assistance on participants’ behalf must ensure that no financial assistance is issued directly to participants. Contractors must track, coordinate, and issue direct financial assistance available through the CES.

ACTIVE CONTRACT MANAGEMENT

90. The Contractor shall comply with data collection, analysis, and reporting activities as defined by LAHSA. LAHSA will outline a data reporting schedule which will establish the necessary data fields and timelines for input into HMIS. If data is needed on an ad hoc basis, the agency must provide the data within the designated timeframe that is established by LAHSA, which will typically be a five (5) business day turnaround, unless explicitly indicated by upper management. If an agency is consistently (more than 3 times) delinquent in their data collection and reporting requirements, this can move an agency to remedial action.

91. The Contractor agrees to attend and actively participate in regular meetings as outlined by LAHSA, to review performance and collaborate on improving program quality and outcomes. These meetings may occur individually or as a group of contractors by component.

92. Contractor participation at performance management division meetings is mandatory for program, quality assurance, contract, and fiscal management staff, or as otherwise indicated by LAHSA. LAHSA intends to utilize contract performance data, collaborative meetings, and proactive troubleshooting with providers to guide program development, evaluate effectiveness, revise policies and procedures, and inform active contract and renewal decisions.

CAPACITY BUILDING TECHNICAL ASSISTANCE & TRAINING

93. To track and analyze results of technical assistance, LAHSA has contracted with The Core Capacity Group (TCC Group) to obtain access codes to the Core Capacity Assessment Tool (CCAT). The agreement provides 300 CCAT access codes to be administered and analyzed between May 2018 – June 2020. On an annual basis, TCC group will aggregate the CCAT data of participating organizations to provide a snapshot of strengths and challenges to LAHSA to inform the delivery of capacity building services to partners and track the results of capacity building initiatives over time.

94. Providers will be identified and referred to an access code to self-administer the CCAT in the following ways:

94.1 Providers that apply for RFSQ certification will receive a CCAT access code to obtain a baseline assessment of their organization’s capacity.

94.2 Providers that apply for the Organizational Capacity Building Technical Assistance Application (RFP) are required through the statement of work to self-administer the CCAT within 0-120 days to provide a baseline assessment of their organization’s capacity.

94.3 Providers that are currently a LAHSA subrecipient and are administering LAHSA funds will receive a CCAT access code.
SUBCONTRACTORS

95. Contractors must receive written approval from LAHSA to enter into a subcontract agreement with another provider. Procurement of subcontractor must abide by LAHSA procurement standards as set forth in the Contract.

95.1 LAHSA must approve all subcontractors prior to the contractors finalizing entry into a subcontract agreement. LAHSA subrecipients must reference contract body for subcontractor approval processes.

95.2 Contractors must notify their LAHSA Contract Specialist and submit a completed Subcontractor Proposal and Subcontractor Profile for any proposed sub. The subcontractor profile will include the following: description of the agency and general information about the organization; description of services to be provided by the proposed subcontractor; description of the providers past experience with providing similar services; experience that the agency has with contracting with LAHSA, if applicable. LAHSA must approve all subcontractors prior to the contractors entering into the subcontract agreement.

95.3 Contact information for all subcontractors must be provided to LAHSA’s Fiscal, HMIS Department and Performance Management division. Changes in contact information of subcontractors must be communicated to LAHSA within ten (10) days of the change.

96. Contractors must notify LAHSA contract specialist within ten (10) days in the case of any subcontract being terminated.

97. Contractors must provide training and guidance to subcontractors in order to facilitate capacity building and ensure program compliance. LAHSA’s approval of a proposed subcontractor does not relieve Contractor of any requirements under this agreement.

98. Contractors must ensure that all applicable terms and conditions of this Agreement are provided to any approved subcontractor in the form of a written Subcontractor Agreement, which will be made available to LAHSA as requested.

99. Contractor must ensure that all subcontractors participate in all LAHSA-led trainings and receive LAHSA-issued guidance.

100. Contractor must have a subcontractor monitoring policy in place. Subcontractor monitoring policy and procedures must detail: risk assessment methodology, monitoring strategy, frequency and scope of monitoring, monitoring reports, deficiency follow-up, and technical assistance. Subcontractor monitoring policy and procedures must be made available to LAHSA upon request.

101. All subcontractor monitoring documentation, including but not limited to, risk assessments, annual monitoring plan, workpapers, monitoring reports, subcontractor responses, and contractor follow-up must be made available to LAHSA upon request.

102. Contractor must provide a copy of an MOU and program budget for all subcontractors, if requested by LAHSA staff.

PERSONNEL

103. Contractors must employ qualified staff as specified in the LAHSA-approved program budget.
104. Contractors must assign a sufficient number of staff with background experience and expertise to provide the services required in the relevant Scope of Required Services.

104.1 If requested, Contractors must provide LAHSA with staff rosters, job descriptions, and/or resumes of budgeted staff to ensure appropriate staffing levels are met and that budgeted staff possess the requisite skills needed to successfully operate the program.

105. Contractors must provide at least one Bilingual, Spanish speaking staff to meet the needs of participants receiving services. Contractor must have an established plan and procedure to provide Spanish translation services in the event Spanish speaking staff is unavailable.

106. Contractors must provide or coordinate access to training programs for all new employees and continuing in-service training for all employees who interact with participants in the context of their daily work, and any specific funder required trainings.

107. All staff should receive training in: (1.) Motivational-Interviewing, (2.) Progressive Participant Engagement, (3.) Problem-Solving, and (4.) Trauma-Informed Care.

107.1 Contractors must ensure staff participation in LAHSA mandated trainings, including all sub-contractor staff.

107.2 Contractor must ensure staff participation in all LAHSA-organized trainings offered through the Centralized Training Academy.

107.3 Contractor must show proof that staff have adequately satisfied these requirements.

108. Contractors’ staff are considered Mandated Reporters of suspected child and senior abuse and must report suspicions of child or senior abuse as required by California Law.

108.1 Contractors must be prepared to provide proof that their staff have been trained in the legal requirements of being a mandated reporter.

109. Contractors must ensure that key management staff are present. When there is a vacancy, interim replacement is made within ten (10) calendar days of the creation of the vacancy to ensure all staff levels needed for the delivery of services is present. Contractor must notify LAHSA Performance Management Analyst and Contract Specialist in writing of any change in key management staff within ten (10) calendar days of the vacancy.

110. Contractors must ensure that service delivery is not interrupted during periods of personnel change.

111. Contractors must also ensure that staff salaries align with the County of Los Angeles’ living wage ordinance.

HMIS DATA COLLECTION AND PARTICIPATION REQUIREMENTS

112. In order to provide well-coordinated support for households and manage the limited resources available in the County, contractors must utilize the Homeless Management Information System (HMIS) to track participants served and the benefits provided, unless otherwise exempted, through written permission, for reasons of participant safety and confidentiality.

112.1 If the program is exempted from participation in the LA HMIS contractors shall use an equivalent system to record, track and maintain all required data under the U.S. Department of Housing and Urban Development (HUD) Universal Data Standards including, but not limited to; demographic information,
dates of participation in the program, benefits and services provided, outcomes achieved and placement destinations upon exit from the program.

112.2 Contractors shall report all required participant data to LAHSA in the manner prescribed for manual reporting by the due dates contained in this agreement.

113. Contractors shall ensure that all participants served sign the Consent to Share Protected Personal Information form granting other providers access to their information.

114. Contractors shall encourage utilization of HMIS as well as best practices for data entry, as follows:
   114.1 Create the participant’s record in HMIS within two (2) business days of the participant’s initial screening for benefits. For Crisis and Bridge Housing programs this must be done on the same day of participant’s enrollment.
   114.2 Update the participant’s standardized assessment in HMIS within three (3) business days of completion.
   114.3 Update the participant’s housing status within three (3) business days of any status change.
   114.4 Update information on services provided to the participant within three (3) business days.
   114.5 Update information on financial assistance benefits provided to the participant within three (3) business days.

115. Contractors must utilize the HMIS or any other platform LAHSA identifies, to manage vacancies, fill vacancies, and manage coordinated access lists for Interim and Permanent Housing Programs.
   115.1 Contractors must ensure that the CES SPA Matcher is completing CES matches in HMIS or any other platform identified by LAHSA.

116. Contractors must comply with all reporting required by system funders, which may include a report of households served, the benefits and services provided to households, complaints, or other data.

117. Contractors must regularly monitor data integrity and make data quality corrections as needed. Contractors are responsible for maintaining a data integrity of 95%.

118. In addition to the provisions listed in this document, contractor must reference HMIS Policies and Procedures to ensure full compliance. LA CoC HMIS Policies and Procedures may be referenced here: https://www.lahsa.org/documents?id=1128-la-hmis-policies-and-procedures.pdf

PROGRAM REPORTS

119. Contractors must submit certification, as defined by LAHSA, for program performance reports as indicated in the table below. Please see Program Reports document within the Statement of Work for more detailed schedule of reporting requirements, as specific reporting requirements may differ based on funding source.

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Reporting Period</th>
<th>Submit Report Certification to LAHSA</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>July 1-September 30</td>
<td>October 12</td>
</tr>
<tr>
<td>Second</td>
<td>October 1-December 31</td>
<td>January 12</td>
</tr>
<tr>
<td>Third</td>
<td>January 1-March 31</td>
<td>April 12</td>
</tr>
<tr>
<td>Fourth</td>
<td>April 1- June 30</td>
<td>July 12</td>
</tr>
</tbody>
</table>
120. Each quarter of the program year, Contractors will be responsible to certify to the validity of a Contract Performance Report (CPR) generated through HMIS for the project. The CPR contains information relating to demographics and performance with participant detail. The report also looks at occupancy and data integrity.

120.1 LAHSA staff will email a copy of the CPR and certification to the Contractor following the close of each quarter and the Contractors' must return the signed Certification to LAHSA within three (3) days of receipt of the CPR.

120.2 The certified reports returned to LAHSA will be used for monitoring performance and may be used for monitoring purposes, therefore data integrity is vital in properly assessing the performance of each program.

121. Contractors must be reviewing HMIS data on a monthly basis by generating and reviewing reports available on the HMIS. If Contractor finds issues with the HMIS reports, Contractor must email: hmissupport@lahsa.org.

CUSTOMER SERVICE

122. Contractors must implement an active Customer Service Program in order to secure feedback from participants regarding their experiences with the program. Customer Services Program is applicable to any and all the contractor’s programs either operated directly or by subcontracting.

123. Contractors must have policies and procedures to ensure feedback from participants in the Customer Services Program are anonymous, confidential and optional. Policies and procedures must include a component identifying the anonymous collection of these surveys and must utilize a centralized and confidential system of storing all participant satisfaction surveys. Surveys must be made readily available to LAHSA for review upon request.

124. Participant Satisfaction Surveys must be administered at least twice yearly. Programs that operate less than 6 months must administer Participant Satisfaction Surveys at a minimum of once during the program period. Policies and procedures must include a training component for staff and subcontractors that comply with LAHSA requirements.

125. LAHSA and/or other County Departments reserve the right to monitor for the quality of the Contractors’ Customer Service. Monitoring may include randomly selecting participants for telephone and/or site surveys. LAHSA and/or the County or City, at its sole discretion, may change the means of measuring this standard via a Change Notice.

126. Contractors operating housing and/or services for homeless persons out of leased facilities must have in place Landlord Standards of Care policies and procedures. Policies and Procedures for Landlord Standards of Care must be aligned with Standards of Care adopted by LAHSA, in conjunction with County Departments (including Department of Health Services and Department of Mental Health). Guidance to contractors regarding implementation of these policies and procedures will be forthcoming upon adoption of Landlord Standards of Care by LAHSA and partnering Los Angeles County Departments.

MATERIALS, EQUIPMENT AND INVENTORY

127. Contractors must provide all equipment necessary to perform all services required by this contract.

127.1 Contractors must provide sufficient telephone lines at its site(s).

127.2 Contractors are responsible for installation, repair, and replacement of telephones and/or lines. This may include reasonable costs for replacement of cell phones.
128. The purchase of all materials/equipment to provide needed services is the responsibility of the contractors.

**COMPUTER EQUIPMENT SUPPLIES AND SECURITY**

129. Contractors must provide necessary computer equipment and supplies (e.g., terminals, controller, paper, printer ribbons, etc.) to provide services.

130. Contractors must report to LAHSA Contract Specialist, the loss, vandalism, or theft of computer supplies and equipment within twenty-four (24) hours after discovery. For stolen equipment, Contractors must contact the local law enforcement agency and submit a copy of the police report to LAHSA within twenty-four (24) hours of receipt of the police report, excluding weekends and holidays.